**MEMORANDUM OF UNDERSTANDING**

**Pursuant to the Workforce Innovation and Opportunity Act of 2014**

**A(n)** Choose an item.

**For the** Click or tap here to enter text.**;**

**A(n)** Choose an item.

**in the** Click or tap here to enter text.**.**

This Memorandum of Understanding (MOU) fulfills the Workforce Innovation and Opportunity Act requirements to document and reach agreement among State and other required parties for negotiating cost sharing, service access, service delivery and other matters required and essential to the establishment of the local one-stop delivery system. This MOU describes the commitment of the parties to provide integrated workforce services at the job center(s) listed above in Click or tap here to enter text..



1. **Parties**

The parties to this Memorandum of Understanding (MOU) are:

|  |  |
| --- | --- |
| **WIOA Required Party** | **Local MOU Party (Organization Name, Signatory, Contact Person, Address, Phone, Email)**  (If not operational in the local area, indicate N/A) |
| Chief Elected Official |  |
| Local Workforce Development Board |  |
| WIOA Title I Adult |  |
| WIOA Title I Dislocated Worker |  |
| WIOA Title I Youth |  |
| WIOA Title I Job Corps |  |
| WIOA Title I National Farmworker Jobs Programs (NFJP) |  |
| WIOA Title I Native American programs |  |
| WIOA Title I YouthBuild |  |
| WIOA Title II Adult Education and Family Literacy Act (AEFLA) program |  |
| WIOA Title III Wagner-Peyser ES |  |
| WIOA Title IV Vocational Rehabilitation program |  |
| Senior Community Service Employment Program (Title V of Older Americans Act of 1965) |  |
| Trade Adjustment Assistance (Trade Act of 1974) |  |
| Jobs for Veterans State Grants (Chapter 41 of Title 38) |  |
| Unemployment Compensation programs under state law |  |
| Reentry Employment Opportunities (REO) program (Second Chance Act of 2007) |  |
| Career and technical education programs at post-secondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006 |  |
| Community Services Block Grant employment and training activities (Community Services Block Grant Act) |  |
| Department of Housing and Urban Development (HUD) employment and training programs |  |
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| **Non-Required but Allowable Party**  (If none, indicate N/A) | **Local MOU Party (Organization Name, Signatory, Contact Person, Address, Phone, Email)** |
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The information above shall be updated as needed by giving written notice to all parties.

1. **Legal Authority**

The parties shall comply with all applicable Federal and State laws and regulations, and local laws to the extent that they are not in conflict with Federal or State requirements.

This MOU and its attachments have been created pursuant to the Workforce Innovation and Opportunity Act (29 U.S.C. 3101 et seq.); Joint Rule for Unified and Combined State Plans, Performance Accountability, and One-Stop System Joint Provisions: Final Rule (20 CFR Part 678; 34 CFR Part 361, Subpart F; 34 CFR Part 463, Subpart J); Training and Employment Guidance Letter (TEGL) 16-16, One-Stop Operations Guidance for the American Job Center Network; Rehabilitation Services Administration Technical Assistance Circular 17-02 (RSA-TAC-17-02); TEGL 17-16, Infrastructure Funding of the One-Stop Delivery System; RSA-TAC-17-03.

This MOU is a record in accordance with the Wisconsin State Open Records Law, Wis. Stat. §§ 19.31 – 19.39.

The parties to this MOU agree to abide by confidentiality provisions in 20 CFR part 603, 45 CFR 205.50, 20 U.S.C. § 1232g, 34 CFR part 99, 34 CFR 361.38, and any other applicable Federal and State privacy laws and regulations.

The parties to this MOU shall not discriminate in their programs and activities as prohibited by Section 188 of WIOA (29 U.S.C. § 3248) and its implementing regulations found at 29 CFR Part 38; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), and title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

In connection with the performance of work under this MOU, the parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the parties further agree to take affirmative action to ensure equal employment opportunities.

This MOU will be construed, interpreted, and enforced according to the laws of the State of Wisconsin.

1. **Location(s)**

This MOU covers service delivery and related costs associated with the following Choose an item..

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1. **Access**

One of the primary purposes of WIOA is to increase, particularly for those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market. The needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, will be addressed in the following ways.

* The parties agree to conduct outreach targeting barriered populations in coordination with one another as follows:      .
* The parties agree to ensure the physical accessibility of the one-stop center(s) and layouts of the one-stop center(s) that support a culture of inclusiveness, as follows:      .
* The parties agree to provide full access to all customers to services, including access to technology and materials, made available throughout the local American Job Center System, as follows. (Describe specific arrangements and resources available to assure that individuals with barriers to employment, including individuals with disabilities and English language learners, can access available services.):      .
* The parties, with the exception of WIOA Title IV Vocational Rehabilitation program, agree to offer priority of service to veterans and eligible spouses for all WIOA programs, and additionally to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient when providing individualized career services and training services with WIOA Adult funds.

1. **Referral**

The One-Stop Operator will ensure implementation of the referral process established by the parties. The referral system will provide integrated and seamless delivery of services and activities to both job seekers and employers, as described below.

* The parties agree to familiarize themselves with the requirements for participation in each of the required party programs.
* To the extent possible, the parties agree to develop materials summarizing their program requirements and to make this accessible to all parties in the local area one-stop centers.
* The parties agree to refer individuals who may be eligible for each other's programs to one another for services.
* The parties agree to evaluate ways to improve the referral process.
* The parties commit to robust and ongoing communication required for an effective referral process.
* The parties commit to actively follow up on referrals to assure that resources of the parties are being leveraged at an optimal level.

Methods of referral to be used include      .

1. **Duration**

This MOU supersedes any previous MOUs for the job center(s) included in this MOU. This MOU shall remain in effect for three program years, effective as of Click or tap to enter a date. to Click or tap to enter a date. or until terminated by the repeal of the Workforce Innovation and Opportunity Act, otherwise by action of law, or in accordance with this MOU. Modifications to this MOU during its effective period shall be governed by Section VII, Modification.

If there are any changes in the signatory official of the local workforce board or Chief Elected Official, the MOU must be re-executed by the new signatory official. If the new signatory official does not agree to sign the MOU, they must follow the Modification procedures in Section VII to sign a new MOU.

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

1. **Modification**

This MOU may be amended at any time by written agreement of the parties. If the actual expenditures for a budget line item are projected to increase by 10% or more from the budgeted line item, then the direct payor for that line item must notify all parties participating in the Budget in writing so they may determine whether they agree to amend the MOU.

This MOU shall be amended upon agreement of the parties, consistent with federal, state or local laws, policies, or regulations, for one or more of the following reasons:

* The addition or removal of a party from this MOU;
* The addition or removal of program responsibilities for any party that administers a Federal program;
* A change in the physical location of any of the job center(s) included in this MOU;
* A change in one or more of the methods to allocate costs in the Budget;
* The need to renegotiate a party's proportionate share of cost-based changes in the method or service delivery or program or funding changes that affect a party's continued ability to meet its shared cost obligations;
* .

Any party may request an amendment to this MOU by giving written notice of the request to the contact person for each of the parties listed at the addresses shown in Section I, considering any information updates received by the parties pursuant to Section I. The written notice must include the reason(s) for the amendment request, each Section of the MOU that will require revision, and the desired date for the amendment to be effective. The       shall be responsible for leading and conducting local negotiations regarding the amendment request. Amendments shall not take effect until signed by all parties.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the contact person for each of the parties listed at the addresses shown in Section I, considering any information updates received by the parties pursuant to Section I. If any party withdraws, the MOU shall remain in effect with respect to other remaining parties until the MOU is renegotiated. Any failure to execute an MOU with a required party must be reported by the local workforce development board to the Governor.

Agreements are made contingent on availability of funding for each required program. In the event of elimination of funding or change in party status, the affected party shall provide notice to the other parties to this MOU as soon as practicable with its intent to terminate without further obligation or amend this agreement. A State party may terminate or suspend this MOU, in whole or in part, without penalty or further payment required, if the funds to which this MOU commits a State Party have not been appropriated or otherwise made available to the State by the funding source. The State shall provide notice, in writing, to the other parties of any such funding failure and its election to terminate or suspend this MOU as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

1. **Budget**

The Budget(s), including the infrastructure and shared delivery costs for this MOU among and between the parties, will be reviewed annually and may be renegotiated. The attachment(s) contain the Budget(s) for the job center(s) included in this MOU and represent final budget agreement(s) based on expected annualized numbers. Costs have been allocated based upon      . Parties agree to cover costs through cash and in-kind contributions as shown on the attachment(s). See Section X for the list of attachments.

Parties agree to actively participate in future MOU negotiations in good faith to reach consensus. The       is responsible for beginning negotiations for subsequent MOUs no later than 90 days prior to the expiration of this MOU.

Reconciliation of actual costs will occur quarterly. Tracking of in-kind contributions will be completed by reporting of hours for in-kind personnel, and provision of invoices or other documentation for goods provided.

* 1. **Infrastructure Funding**

See Section X: List of Attachments.

* 1. **Shared Delivery Cost Funding**

See Section X: List of Attachments.

* 1. **Payment Schedule**

The parties who are contributing to the costs of the job center(s) intend to pay amounts due to other parties on the schedule in attachment(s). However, recognizing that actual amounts due may vary from the budgeted amount due, appropriation and availability of Federal funding, and other factors could affect a party's ability to pay pursuant to the schedule, the parties agree to robust and ongoing communication regarding the scheduling of actual payments due. The parties agree to act in good faith regarding making payments due to other parties.

1. **Other Provisions**
   1. **Drug and Alcohol-free Workplace**

All parties will comply with the Drug-Free Workplace Act of 1988, 41 USC 702 et seq. and 2 CFR part 182, which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR part 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

* 1. **Non-Assignment**

Except as otherwise indicated herein, no party may, during the term of this MOU or any renewals of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other parties.

* 1. **Negligence**

All parties to this MOU recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this MOU shall be responsible for injury to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. No party assumes any legal responsibility for any other party's negligent act or omission.

* 1. **Local provisions**

Enter local provisions, if any. If none, indicate "Not Applicable.".

1. **List of Attachments**

The following attachments for each job center(s) are incorporated as part of this MOU:

Attachment A: Infrastructure Funding Agreement(s)(IFA). Enter job center name(s)

Attachment B: Shared Delivery Cost Agreement(s)(SDC). Enter job center name(s)

Attachment C: Services Grid(s)(SG). Enter job center name(s)

Attachment D: SOLAR (Sharing of Local Area Resources) Budget(s). Enter job center name(s)

1. **Signatures**

The parties acknowledge that they have read the MOU and its attachments, understand them, and agree to be bound by their terms and conditions. The parties agree that the MOU and its attachments are the complete and exclusive agreement between the parties and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the MOU.

The individuals signing below have the authority to commit the party they represent to the terms of the MOU and do so commit by signing below.

| **WIOA Required Party** | **Name** | **Title** | **Signature** | **Date** |
| --- | --- | --- | --- | --- |
| Chief Elected Official |  |  |  |  |
| Local Workforce Development Board |  |  |  |  |
| WIOA Title I Adult |  |  |  |  |
| WIOA Title I Dislocated Worker |  |  |  |  |
| WIOA Title I Youth |  |  |  |  |
| WIOA Title I Job Corps |  |  |  |  |
| WIOA Title I National Farmworker Jobs Programs (NFJP) |  |  |  |  |
| WIOA Title I Native American programs |  |  |  |  |
| WIOA Title I YouthBuild |  |  |  |  |
| WIOA Title II Adult Education and Family Literacy Act (AEFLA) program |  |  |  |  |
| WIOA Title III Wagner-Peyser ES | Pamela McGillivray | DWD Deputy Secretary |  |  |
| WIOA Title IV Vocational Rehabilitation program | Meredith Dressel | Division of Vocational Rehabilitation Administrator |  |  |
| Senior Community Service Employment Program (Title V of Older Americans Act of 1965) |  |  |  |  |
| Trade Adjustment Assistance (Trade Act of 1974) | Pamela McGillivray | DWD Deputy Secretary |  |  |
| Jobs for Veterans State Grants (Chapter 41 of Title 38) | Pamela McGillivray | DWD Deputy Secretary |  |  |
| Unemployment Compensation programs under state law | Pamela McGillivray | DWD Deputy Secretary |  |  |
| Reentry Employment Opportunities (REO) program (Second Chance Act of 2007) |  |  |  |  |
| Career and technical education programs at post-secondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006 |  |  |  |  |
| Community Services Block Grant employment and training activities (Community Services Block Grant Act) |  |  |  |  |
| Department of Housing and Urban Development (HUD) employment and training programs |  |  |  |  |
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| **Non-Required but Allowable Party** | **Name** | **Title** | **Signature** | **Date** |
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